

3. Applying the pleading standard set forth by the United States Supreme Court in *Bell Atlantic Corp. v. Twombly*, 127 S. Ct. 1955 (May 21, 2007), Plaintiffs' Complaint should be dismissed in its entirety because it fails to adequately plead sufficient facts to plausibly show that a cause of action exists against Fast Track.

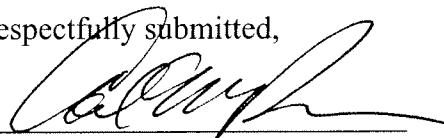
4. The Complaint must also be dismissed because Plaintiffs' speculative, conclusory allegations are insufficient to meet the two-prong test for determining liability under an alter ego theory. *Old Republic Ins. Co. v. Hansa World Cargo Serv., Inc.*, 170 F.R.D. 361 (S.D.N.Y. 1997).

5. In addition to failing to satisfy the pleading requirements set forth in *Bell Atlantic* and the failure to set forth facts to allege liability based on an alter ego theory, Plaintiffs' seven causes of action contain additional deficiencies that require dismissal.

6. In further support of its Motion, Fast Track incorporates the arguments set forth in the accompanying Memorandum of Law in Support of Motion to Dismiss.

WHEREFORE, for the reasons noted above, Defendant FAST TRACK TITLE AGENCY LLC, respectfully requests that this Honorable Court dismiss with prejudice Plaintiffs' Complaint and award Fast Track such other and further relief as this Court deems just.

Respectfully submitted,



Carl M. Perri

Carl M. Perri (CMP6415)
CLAUSEN MILLER P.C.
One Chase Manhattan Plaza
New York, New York 10005
Attorneys for Defendant Fast Track Title
Agency LLC

TO: Morgan, Lewis, & Bockius, LLP
101 Park Avenue
New York, New York 10178

Lawrence F. Morrison, Esq.
220 East 72nd Street, 25th Floor
New York, New York 10021

Michael L. Soshnick, Esq.
190 Willis Avenue
Suite 112
Mineola, New York 11501

Kaufman, Borgeest & Ryan, LLP
99 Park Avenue
New York, New York 10016

E*TRADE SAVINGS BANK and)
E*TRADE MORTGAGE CORPORATION)
))
Plaintiffs,)
vs.) **Civil Action No. 07 CIV 8065**
))
NATIONAL SETTLEMENT AGENCY,)
INC.; FAST TRACK TITLE AGENCY)
LLC; STEVEN M. LEFF; RACHEL M.)
LEFF; and RICHARD A. LEFF,)
))
Defendants.)

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